



WASHOE COUNTY

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STAFF REPORT

BOARD MEETING DATE: December 8, 2015

CM/ACM JS
Finance NA
DA Km
Risk Mgt. DE
HR NA
Comptroller NA

DATE: November 1, 2015
TO: Board of County Commissioners
FROM: Jeffery S. Clark, Patrol Lieutenant
(775) 832-4104, JClark@washoecounty.us

THROUGH: Chuck Allen, Sheriff 9/3/17

SUBJECT: Approve Sheriff's Right of Entry and Hold Harmless Agreement between the Thunderbird Lodge Preservation Society and the Washoe County Sheriff's Office for use of pier, dinghy, and properties located at 5000 State Route 28 and 1056 Tahoe Boulevard North, Incline Village, NV 89451 by the Washoe County Sheriff's Office for Marine 9 and if approved, authorized Risk Management to sign the Agreement. [No fiscal impact.] (Commission District 1.)

SUMMARY

The Washoe County Sheriff's Office is in need of storage for the Marine 9 vessel during summer/winter seasons for asset protection. Thunderbird Lodge Preservation Society have property (indoor/outdoor) available for use by the Washoe County Sheriff's Office. The right of entry and hold harmless agreement allows the Washoe County Sheriff's Office to use the Thunderbird Lodge Preservation Society properties to include the pier, dinghy, and storage facilities for the Washoe County Sheriff's Marine 9 Vessel.

The agreement is shall remain in effect until terminated by either party.

Washoe County Strategic Objective supported by this item: Safe, Secure and Healthy Communities.

PREVIOUS ACTION

No prior actions.

BACKGROUND

The Washoe County Sheriff's Office approached the Thunderbird Lodge Preservation Society based on the Society's Lake Tahoe access and indoor Storage Facilities to grant permission to park/store Washoe County Sheriff's Office Marine 9 Vessel on the Preservations Society's property. The attached agreement was proposed and signed by the Thunderbird Lodge Preservation Society and Washoe County Sheriff Chuck Allen.

AGENDA ITEM # 6k1

FISCAL IMPACT

There will be no fiscal impact to Washoe County General Fund.

RECOMMENDATION

It is recommended that the Board of County Commissioners Approve Sheriff's Right of Entry and Hold Harmless Agreement between the Thunderbird Lodge Preservation Society and the Washoe County Sheriff's Office for use of pier, dinghy, and properties located at 5000 State Route 28 and 1056 Tahoe Boulevard North, Incline Village, NV 89451 by the Washoe County Sheriff's Office for Marine 9 and if approved, authorized Risk Management to sign the Agreement. [No fiscal impact.]

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be:

Move to Approve Sheriff's Right of Entry and Hold Harmless Agreement between the Thunderbird Lodge Preservation Society and the Washoe County Sheriff's Office for use of pier, dinghy, and properties located at 5000 State Route 28 and 1056 Tahoe Boulevard North, Incline Village, NV 89451 by the Washoe County Sheriff's Office for Marine 9 and if approved, authorized Risk Management to sign the Agreement. [No fiscal impact.]

WASHOE COUNTY SHERIFF

Commitment to Community



Chuck Allen
Sheriff

September 16, 2015

Thunderbird Lodge Preservation Society
P.O. Box 6812
Incline Village, Nevada 89450

Subject: *Right of Entry Agreement and Hold Harmless Agreement for use of pier, dinghy, and properties Located at 5000 State Route 28, Incline Village, Nevada 89451 and 1056 Tahoe Boulevard North, Incline Village, Nevada 89451 by Washoe County Sheriff's Office for Marine 9 Vessel.*

Thunderbird Lodge Preservation Society:

This letter serves as our Agreement and your authorization for **Washoe County by and through the Washoe County Sheriff's Department, its employees, contractors, subcontractors and agents** (collectively "County") to access that portion of your property identified herein for use by the Washoe County Sheriff's Office. The right of access and use granted hereunder shall be limited solely to the pier and water garage located at 5000 State Route 28 Incline Village, Nevada 89451 ("Property") and use of dinghy; and storage facilities located at 1056 Tahoe Boulevard Incline Village, Nevada 89451 for the off season storage of Marine 9, the Washoe County Sheriff's Office vessel.

1. County will, without limitation, hold harmless, indemnify, protect and defend **Thunderbird Lodge Preservation Society** ("Owner") and Owner's employees, agents, family members, guests, and invitees, from and against all claims and liability for damages of any kind, including, without limitation, claims related to property damage or personal injury or death, and any attorney's fees and expenses incurred by Owner in connection with any claim or liability, arising out of or connected in any way with County's access to, use and/or occupancy of the property including the use and occupancy of the Property by County's, agents, contractors, and employees. County is not responsible, and will not hold harmless, indemnify, protect nor defend Owner from any claim or liability for damages of any kind arising out of Owner's sole negligence or intentional acts. County shall procure appropriate insurance to cover the risks assumed hereunder and shall provide copies of all policies to Owner upon request. County may satisfy any insurance requirement with evidence of a formal self-insurance program.
2. County shall confine its activities to the specific portion of the Property to which access is granted; to wit: the water garage, dinghy, pier, and storage facilities. County shall also be able to get pedestrian access to the Property over Owner's property from State Route 28. They shall park where instructed by Owner. Any individuals operating or crewing Marine 9 shall be a Washoe County Sheriff's Office Deputy, a Nevada Highway Patrol Trooper or a volunteer member of the Washoe County Sheriff's Office and deputized as an Auxiliary Deputy after completion of a background check and the issuance of an official Washoe County Sheriff's Office auxiliary badge and identification card. Presentation of said official badge and identification card by any Deputy, Trooper, or Auxiliary Deputy coming onto Owner's pier shall be promptly made to the staff of the Owner whenever requested by said staff in connection with access to said pier.

3. The access to the said property, dinghy, and pier shall be allowed free of charge or other fee, with such access and usage being made in compliance with the access procedures established by Owner for permitting such activities.
4. The referenced Property shall be restored at the end of County's operation to a condition equal to the condition at the time of entrance to the Property and the County hereby agrees to repair and/or replace any damage caused by County's operations.
5. The right of access and entry granted by Owner hereunder shall be in the nature of a non-exclusive evocable license and County shall not gain any ownership or property rights to any portion of the Property. Owner shall have full use and access to the Property during any period when County is also granted access and use rights hereunder.
6. Term. The term of this Agreement shall commence upon its execution by all parties and shall remain in effect until terminated. This agreement may be terminated by either party by providing written notice of intent to terminate to the other party. Owner may revoke the license granted to County hereunder at any time immediately upon notice if County fails to faithfully abide by all terms and conditions of this Agreement. Otherwise, either County or Owner shall be able to terminate this Agreement upon giving each other at least seven (7) calendar days written notice. Upon termination, County and Owner will jointly inspect the condition of the Property and County shall promptly perform any repair or replacement necessary to restore the Property.
7. Assignment or Sublicensing. County shall not sublicense or assign any of its rights of use or access to the Property nor assign this Agreement or any interest in it without the prior written consent of Owner, which may be withheld in Owner's sole and absolute discretion. County may not increase the use of the Property for any purpose other than as set forth herein. County shall be fully responsible for the use of Property by all persons and parties acting by, through or on behalf of County, including, but not limited to, County's employees, agents and subcontractors.
8. Cost and Expenses. County shall pay all cost and expenses in connection with the use of the Property.
9. General Provisions.
 - a. No Recordation of Agreement. This Agreement shall not be recorded.
 - b. Governing Law. This Agreement shall be construed and enforce in accordance with the laws of the State of Nevada.
 - c. Severability. In the event any term, covenant, condition, provision or agreement herein contained is held to be valid, void or otherwise unenforceable by any court of competent jurisdiction, the fact that such term, covenant, condition, provision or agreement is invalid, void, or otherwise unenforceable shall in no way affect the validity or enforceability of any other term, covenant, condition, provision or agreement herein contained.
 - d. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original; such counterparts shall together constitute but one agreement.

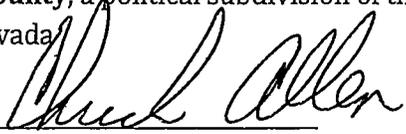
- e. Modification and Waiver. No claim or waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be made against either party except on the basis of a written instrument executed by or on behalf of such party.
- f. Time of the Essence. Time is of the essence for the performance of all obligations and the satisfaction of all conditions of this Agreement.
- g. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged herein.
- h. Liens. County will not directly or indirectly create, or permit to be created or remain, and will discharge promptly, any lien, encumbrance or charge upon the Property or any part thereof, arising out of or in connection with this Agreement.

This letter serves as Washoe County's form of Agreement. A signature block has been provided to signify your approval of the terms and conditions outlined above. Please return one original signed copy to our office.

Address:

Washoe County Sheriff's Office
 911 Parr Blvd
 Reno, NV 89512

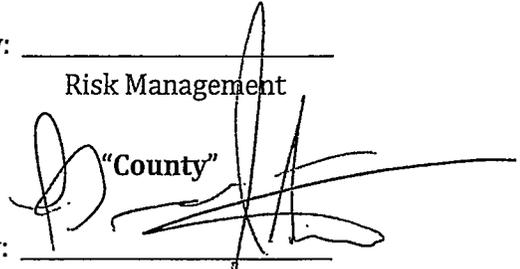
Washoe County, a political subdivision of the
 State of Nevada

By: 
 Washoe County Sheriff's Office

"County"

Washoe County Risk Management Division
 1001 E. Ninth Street
 Reno, NV 89512

By: _____
 Risk Management

By: 
 Chairman, Board of Directors
 PETE STURTEVANT
 "Owner"